REMARKS

This is in response to the Office Action mailed on July 5, 2007. With this Amendment, claims 54-57 are amended. Claim 19 is canceled. Claim 1-18 and 20-62 are presented for reconsideration and allowance in view of the following remarks.

Claim RejectionsUnder-35 U.S.C. § 112

In sections 2 and 3 of the Office Action, independent claim 1 was rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. In rejecting claim 1 under § 112, in section 3 the Office Action first stated:

> Regarding claim 1, the claim states the following steps are for "a payment processing gateway server for processing financial transactions." The claim then proceeds to recite only authentication steps. The claim is not claiming a processing gateway server it is claiming an authentication server.

It is respectfully maintained that claim 1 fully satisfies the definiteness requirements of § 112. It is well understood by those of skill in the art that payment processing frequently involves authentication. Authenticating steps are a form or payment processing. Further, the specification of the present application makes it clear that a payment processing gateway server is defined as performing authentication steps. See e.g., FIGS. 1 and 3, page 5, lines 7-15, page 7, line 24 – page 8, line 26, etc. Since the specification of the present application clearly defines a processing gateway server as being configured in at least some embodiments to perform authenticating steps, it is respectfully submitted that claim 1 is definite and it is respectfully requested that that the rejection of claim 1 be withdrawn.

In sections 2 and 4 of the Office Action, claims 1-6, 21, 47 and 54 were rejected as being indefinite. In rejecting claims 1-6, 21, 47 and 54, the in section 4 Office Action stated:

> the phrase "contract identification" renders the claim indefinite because it is unclear what a "contract identification" is. The claim speaks of it being comprised of two bytes of eight data bits each yet it is unclear if it equates to numbers, letters, or even symbols. It is unclear if it is a form of storage. Paragraph 34 of the specification states, "in one specific example, the contract identification

comprises two bytes of 8 bits each." Which specific example is being referred to? The format of the contract identification is unclear. For examination purposes the claim reflects the number of files in which the contract identifications can be stored. Which using binary calculations would be approximately 65,535 files or identifications that can be stored.

The rejection of claims 1-6, 21, 47 and 54 as being indefinite for the use of the phrase "contract identification" is respectfully traversed.

First, while the Office Action states that "[t]he claim speaks of it being comprised of two bytes of eight data bits each," it must be noted that only claim 5 includes this limitation. With respect to claim 5 specifically, the Examiner's statement that "[t] he claim speaks of it being comprised of two bytes of eight data bits each yet it is unclear if it equates to numbers, letters, or even symbols" is also respectfully traversed. It would be very clear to one of skill in the art that any of a variety of different data formats could be used to identify contracts with payment providers given a two byte data field. Using the Examiner's own example, each of the 65,535 binary numbers which can be represented in two byes of 8 bits each can represent a different contract with a payment provider. While that is one possible specific implementation, since one of ordinary skill in the art would readily understand that different contract identification field formats can be used, the definiteness requirements of § 112 clearly do not require that the claims be limited to any one specific contract identification field size or format. Further, with regard to the Examiner's inquiry as to which specific example is being referred to by the statement in the specification of "in one specific example, the contract identification comprises two bytes of 8 bits each," the specific example being referred to is the example of the contract identification comprising two bytes of 8 bits each.

Second, with respect to all of rejected claims 1-6, 21, 47 and 54, it is clear from both the claim language and the specification what a contract identification refers to—an identification (ID) of a contract. It is also clear what a contract identification field refers to—a field of a supplemental header of a financial transaction authorization request which identifies contracts. For example, at page 16, line 16 – page 18, line 6, the specification states:

One example of such a field is one which identifies the financial contract(s) and terms of operation for a particular acquiring banks or financial networks and the payment gateway provider. Such a "contract ID" field can be used by the payment processing gateway 16 to access a small list of valid contract IDs. This accessing can be through a simple in-memory list or an in-memory hash table to improve performance. If a particular transaction request arrives at the payment processing gateway 16 with an invalid contract ID, the payment processing gateway 16 can reject the authorization request because a valid contract is not properly identified for the particular merchant who sent the authorization request 200. In another example, the contract ID can be used to reference a particular subset of a group of valid financial networks, for example, an issuing financial institution frequently used more than one financial network and an acquiring bank or financial institution will indicate which subset of the various networks can be used by the merchant.

. . . If the contract ID for the supplemental header 208 is invalid, the payment processing gateway 16 can provide a response 234 to the authorization request 200 which indicates that the contract is invalid.

The contract ID field can also be used to audit transactions by payment processing gateway 16. This auditing can be used to ensure that merchants utilizing the payment processing gateway 16, or the financial institutions utilizing payment processing gateway 16, are properly charged for the use of the service. Further, the contact ID field can be used to analyze transactions to determine the source of the transactions, destination of the transaction, particular merchants involved, particular terms of the contract, etc. In one specific example, the contract identification comprises two bytes of 8 bits each.

Consequently, it is respectfully maintained that claims 1-6, 21, 47 and 54 fully satisfy the requirements of § 112, and it is respectfully requested that the rejection be withdrawn.

In sections 2 and 5 of the Office Action, claim 19 was rejected as being indefinite. With this amendment, claim 19 is canceled.

In sections 2 and 6 of the Office Action, claim 36 was rejected. As a basis of rejecting claim 36, the Office Action stated:

Regarding claim 36, the claim states that 12 bytes are indicative of a merchant while 4 bytes are indicative of a store. It is unclear what the difference is between a merchant and a store. A merchant owns a store. For examination purposes all the bytes of data are indicative of a merchant.

The rejection of claim 36 under § 112 is respectfully traversed. It is respectfully submitted that the difference between a merchant and a store is clear. While a merchant owns a store, a merchant may also own multiple stores. The specification of the present application supports this by stating:

> The transaction authorization protocol 200 illustrated in Figure 5 also provides a cache-key field 204. The cache-key 204 can be used to uniquely identify a particular shop or store submitting an authorization request. Merchant data can also be cached, for example for merchants with multiple stores. The payment processing gateway 16 can retrieve cache data within memory 34 illustrated in Figure 2 based upon the cache-key. The cache data can be merchant or store invariant data information described below in more detail. In one specific embodiment, the cache-key field 204 comprises a 128 bit data field. The data field can be used to carry a GUID (Globally Unique Identifier). In another specific example, 12 bytes of the 128 bits identifies a particular merchant while the remaining 4 bytes identifies a particular store of that merchant.

It is respectfully requested that the rejection therefore be withdrawn. It is also respectfully maintained that, for examination purposes, in claim 36 the data bytes must be interpreted as being indicative of a merchant and of a store in the manner clearly stated.

General Statements Regarding Rejections Based on Willard

In the Office Action, all pending claims were rejected under 35 U.S.C. § 102(b) or 35 U.S.C. § 103 based on Willard (US 2005/0192892 Al). This basis of rejection is believed to be improper. To satisfy the requirements of 35 U.S.C. § 102(b), Willard would require a publication date more than one year prior to the July 15, 2003 filing date of the present application. Willard is not 102(b) prior art since it has a publication date of September 1, 2005. Moreover, while portions of Willard may be prior art under 35 U.S.C. § 102(e), it is believed that other portions of Willard relied upon by the Examiner are not 102(e) prior art. Based on its priority data, the Willard application appears to be a continuation-in-part application filed on March 8, 2005 of application Serial No. 10/905,989 filed on January 28, 2005, which is a continuation-in-part of application Serial No. 10/374,737 filed on February 24, 2003. It is believed that only subject matter on file prior to the July 15, 2003 filing date of the present application can qualify as

102(e) prior art. Based on a preliminary review of application Serial No. 10/374,737 having a filing date of February 24, 2003, it is believed that figures 14-28 and paragraphs [0057] through [0119] of Willard potentially have a priority date after the filing date of the present application. Other portions of Willard may also not qualify as prior art under 35 U.S.C. § 102(e). It is respectfully requested that to establish a prima facie case of obviousness, the Examiner confirm the priority dates afforded to the various subject matter portions of Willard and withdraw rejections based only on portions of Willard which are not proper § 102(e) prior art. For example, at least claims 3, 4, 8, 15, 23, 31, 35, 37 and 56 appear to be rejected solely based on portions of Willard which are not believed to qualify as prior art. Withdraw of the rejection of these claims is respectfully requested.

Claim RejectionsUnder-35 U.S.C. § 102

In section 8 of the Office Action, claims 1-6, 10-11, 15, 17-21, 25, 27, 31, 38, 47-48, 54-56, 58 and 61 were rejected under 35 U.S.C. 102(b) as being anticipated by Willard. In rejecting independent claim 1, the Office Action stated:

> Regarding claim 1, Willard teaches a payment processing gateway server for processing financial transactions (¶ 57). Willard teaches a public network interlace configured to couple to a public network and receive first financial transaction authorization requests, the first financial transaction authorization requests received from merchants and include transaction specific data, merchant and or store related data which is related to a merchant generating the authorization request and a supplemental header (¶ 37, 57). Willard teaches a gateway processor configured to process first financial transaction authorization requests received through the public network interface based upon supplemental header (¶ 37, 43, 57). Willard teaches a financial network interface configured to couple to at least one financial network and transmit second financial transaction authorization requests to a financial institution coupled to the at least one financial network based upon first financial transaction authorization requests, the financial network interface further configured to receive first financial transaction authorization results from the financial institution (¶ 37, 43, 49, 57). Willard teaches the public network interface further configured to send second financial transaction authorization results to merchants in response to the first financial transaction authorization results (¶ 37, 43, 49-50, 57). Willard teaches wherein the supplemental header includes a contract identification field which identifies a contract with a payment provider (¶ 37, 43, 49-50, 57).

This interpretation of the teachings of Willard is respectfully traversed. It is respectfully maintained that Willard fails to teach numerous requirements of independent claim 1. For example, the loadable debit card system of Willard is not believed to have a public network interface as asserted in the Office Action. Further, there is no teaching in the cited paragraphs or elsewhere in Willard of the explicit claim limitation of the public network interface receiving first financial transaction authorization requests including a supplemental header. There is also no teaching in Willard of a gateway processor configured to process first financial transaction authorization requests received through the public network interface based upon supplemental header. Further still, there is no teaching in the cited paragraphs or elsewhere in Willard that a supplemental header include a contract identification field which identifies a contract with a payment provider. Lacking a teaching or suggestion of this combination of express claim limitations, Willard cannot anticipate independent claim 1 or dependent claims 2-6, 10-11 and 15. Therefore, it is respectfully requested that the rejection of these claims be withdrawn.

In addition to being allowable based on their dependence from independent claim 1, multiple of dependent claims 2-6, 10-11 and 15 are believed to contain limitations which provide additional bases for allowance. For example, Willard does not teach or suggest in cited paragraph [0039] or elsewhere the limitation found in claim 2 of "memory containing a listing of valid contract identifications and wherein data in the contract identification field is compared with the contract identifications contained in the memory." As another example, Willard does not teach or suggest in cited paragraphs [0037]-[0039] the limitation found in claim 5 of "wherein the contract identification field comprises two bytes of 8 data bits each." Willard similarly fails to teach the limitations of dependent claims 6, 10 and 11. Dependent claims 3, 4 and 15 are also believed to be rejected based on portions of Willard which are not proper 102(e) prior art. Therefore, reconsideration and allowance of dependent claims 2-6, 10-11 and 15 for these additional reasons are also respectfully requested.

In rejecting independent claim 17, the Office Action stated:

> Regarding claim 17, Willard teaches a payment processing gateway server for processing financial transactions (¶ 57). Willard teaches a public network

interface configured to couple to a public network and receive first financial authorization requests, financial transaction the first authorization requests received from merchants and include transaction specific data, merchant and/or related data which is related to a merchant generating the authorization request and a supplemental header (¶ 37, 57). Willard teaches a gateway processor configured to process first financial transaction authorization requests received through the public network interface based upon supplemental header (¶ 37, 43, 57). Willard teaches a financial network interface configured to couple to at least one financial network and transmit second financial transaction authorization requests to a financial institution coupled to the at least one financial network based upon first financial transaction authorization requests, the financial network interface further configured to receive first financial transaction authorization results from the financial institution (¶ 37, 43, 49, 57). Willard teaches the public network interface further configured to send second financial transaction authorization results to merchants in response to the first financial transaction authorization results (¶ 37, 43, 49-50, 57). Willard teaches wherein the supplemental header includes a payment type identification field which identifies a financial network coupled to the financial network interface for processing the first financial transaction authorization request (¶ 37, 43, 49-50, 57),

This interpretation of the teachings of Willard is respectfully traversed. It is respectfully maintained that Willard fails to teach numerous requirements of independent claim 17. For example, the loadable debit card system of Willard is not believed to have a public network interface as asserted in the Office Action. Further, there is no teaching in the cited paragraphs or elsewhere in Willard of the explicit claim 17 limitation of the public network interface receiving first financial transaction authorization requests including a supplemental header. There is also no teaching in Willard of a gateway processor configured to process first financial transaction authorization requests received through the public network interface based upon supplemental header. Further still, there is no teaching in the cited paragraphs or elsewhere in Willard that a supplemental header include a payment type identification field which identifies a financial network coupled to the financial network interface for processing the first financial transaction authorization request. Lacking a teaching or suggestion of this combination of express claim limitations, Willard cannot anticipate independent claim 17 or dependent claims 18, 20-21, 25, 27 and 31. Therefore, it is respectfully requested that the rejection of these claims be withdrawn. In addition to being allowable based on their dependence from independent claim 17, multiple of

dependent claims 18, 20-21, 25, 27 and 31 are believed to contain limitations which provide additional bases for allowance.

In the Office Action, dependent claims 38, 47 and 48 were rejected as being anticipated by Willard. However, independent claim 33, from which claims 38, 47 and 48 depend, was not indicated to be anticipated by Willard. By virtue of the fact that these dependent claims include all of the limitations of base claim 33, it is respectfully maintained that claims 38, 47 and 48 cannot be anticipated by Willard either. Further, each of claims 38, 47 and 48 themselves contain limitations which are neither taught nor suggested by Willard, providing additional bases for allowance. It is therefore respectfully requested that the rejection of claims 38, 47 and 48 be withdrawn.

In the Office Action, dependent claims 54-56 were rejected as being anticipated by Willard. However, independent claim 53, from which claims 54-56 depend, was not indicated to be anticipated by Willard. By virtue of the fact that these dependent claims include all of the limitations of base claim 53, it is respectfully maintained that claims 54-56 cannot be anticipated by Willard either. Further, at least multiple of claims 54-56 themselves contain limitations which are neither taught nor suggested by Willard, providing additional bases for allowance. It is therefore respectfully requested that the rejection of claims 54-56 be withdrawn.

In rejecting independent claim 58, the Office Action stated:

> Regarding claim 58, Willard teaches a payment processing gateway server for processing debit type financial transactions (¶ 57, 65-69). Willard teaches a public network interface configured to couple to a public network and receive first financial transaction authorization requests, the first financial transaction authorization requests received from merchants and include transaction specific data, and merchant and/or store related data which is related to a merchant generating the authorization request (¶ 37-57). Willard teaches a gateway processor configured to process first financial transaction authorization requests received through the public network interface (¶ 38-39, 55-57). Willard teaches a financial network interface configured to couple to at least one financial network and transmit second financial transaction authorization requests to a financial institution coupled to the at least one financial network based upon first financial transaction authorization requests, the financial network interface further configured to receive first financial transaction authorization results from the financial institution (¶ 38-39, 51, 55-57, 70-100). Willard teaches a public

> network interface further configured to send second financial transaction authorization results to merchants in response financial transaction results (¶ 43-50, 59-64). Willard teaches the first authorization financial network interface further configured to send an acknowledgement to the financial institution independently of receipt of an acknowledgement from the merchant in response to the second financial authorization results (¶ 43-50, 59-64, 70-100).

This interpretation of the teachings of Willard is respectfully traversed. It is respectfully maintained that Willard fails to teach numerous requirements of independent claim 58. For example, the loadable debt card system of Willard is not believed to have a public network interface as asserted in the Office Action. Further, there is no teaching in the cited paragraphs or elsewhere in Willard of the explicit claim 58 limitation of the "financial network interface further configured to send an acknowledgement to the financial institution independently of receipt of an acknowledgement from the merchant in response to the second financial authorization results." Lacking a teaching or suggestion of this combination of express claim limitations, Willard cannot anticipate independent claim 58 or dependent claim 61. Therefore, it is respectfully requested that the rejection of these claims be withdrawn.

Claim Rejections Under 35 U.S.C. § 103

In section 34 of the Office Action, claims 7-9, 22-24, 33-37, 41, 46, 53, 57 were rejected under 35 U.S.C. 103(a) as being unpatentable over Willard in view of Official Notice.

With regard to claims 7-9 and 22-24, each of these claims depends from a respective one of independent claims 1 or 17 which are believed to be allowable over Willard for at least the reasons stated above. The Examiner's Official Notice, which is traversed by Applicant, does make up for the deficiencies of Willard with regard to claims 1 and 17. Therefore, dependent claims 7-9 and 22-24 are in condition for allowance based both on their dependency from independent claims 1 or 17, and based on their further claim limitations.

In rejecting independent claim 33, the Office Action stated:

> Regarding claim 33, Willard teaches a payment processing gateway server for processing financial transactions (¶ 57). Willard teaches a public network interlace configured to couple to a public network and receive first financial

authorization requests, financial transaction the first authorization requests received from merchants and which include transaction specific data, cache-able data and a cache key (¶ 37, 57). Willard teaches a gateway processor configured to process first financial transaction authorization requests received through the public network interlace based upon a supplemental header (¶ 37, 43, 57). Willard teaches a financial network interface configured to couple to at least one financial network and transmit second financial transaction authorization requests to a financial institution coupled to the at least one financial network based upon first financial transaction authorization requests, the financial network interface further configured to receive first financial transaction authorization results from the financial institution (¶ 37, 43, 49, 57). Willard teaches and the public network interface further configured to send second financial transaction authorization results to merchants in response to the first financial transaction authorization results (¶ 37, 43, 49-50, 57). Willard teaches a memory configured to cache the cache-able data from the first financial authorization request and index the cache in accordance with the cache key (¶ 49, 90). Official Notice that the use of cache memory is old and well known as it provides the benefit of more efficiently utilizing storage. Cache is temporary storage that conveniently stores data that is only needed temporarily. If you stored everything in permanent storage, you'd quickly, needlessly, and inefficiently use up valuable permanent system storage on information that is only temporarily used which would be a waste of system resources.

This interpretation of the teachings of Willard is respectfully traversed. It is respectfully maintained that Willard fails to teach numerous requirements of independent claim 33. For example, the loadable debit card system of Willard is not believed to have a public network interface as asserted in the Office Action. Further, there is no teaching in the cited paragraphs or elsewhere in Willard of the explicit claim 33 limitation of the public network interface receiving first financial transaction authorization requests including transaction specific data, cache-able data and a cache key. There is likewise no teaching in Willard of a gateway processor configured to process first financial transaction authorization requests received through the public network interface based upon a supplemental header. Further still, there is no teaching or suggestion in Willard of a memory configured to cache the cache-able data from the first financial authorization request and index the cache in accordance with the cache key. Lacking a teaching or suggestion of this combination of express claim limitations, independent claim 33 and dependent claims 34-37, 41 and 46 cannot be obvious in over Willard. Therefore, it is

respectfully requested that the rejection of these claims be withdrawn. In addition to being allowable based on their dependence from independent claim 33, multiple of dependent claims 34-37, 41 and 46 are believed to contain limitations which provide additional bases for allowance.

In rejecting independent claim 53, the Office Action stated:

> Regarding claim 53, Willard teaches a financial transaction authorization request (¶ 50-68). Willard teaches a supplemental header (¶ 37, 57). Willard teaches a cache- able data field configured to contain transaction invariant data (¶ 51, 64, 87). Willard teaches a cache key field configured to contain an index key to a database list or hash- table (¶ 49,90), Willard teaches a transaction specific data field configured to contain data related to a financial transaction (¶ 37, 43, 49-50, 57). Official Notice that the use of cache memory is old and well known as it provides the benefit of more efficiently utilizing storage. Cache is temporary storage that conveniently stores data that is only needed temporarily, If you stored everything in permanent storage, you'd quickly, needlessly, and inefficiently use up valuable permanent system storage on information that is only temporarily used which would be a waste of system resources.

This interpretation of the teachings of Willard is respectfully traversed. It is respectfully maintained that Willard fails to teach numerous requirements of independent claim 53. For example, the loadable debit card system of Willard is not believed to include a teaching of a financial transaction authorization request having a supplemental header. Further, Willard is not believed to teach a financial transaction authorization request having the combination of a cache-able data field configured to contain transaction invariant data, a cache key field configured to contain an index key to a database list or hash-table, and a transaction specific data field configured to contain data related to a financial transaction. Lacking a teaching or suggestion of this combination of express claim limitations, independent claim 53 and dependent claim 57 cannot be obvious in over Willard. Therefore, it is respectfully requested that the rejection of these claims be withdrawn.

In section 51 of the Office Action, claims 12-14, 26, 28-30, and 49-51 were rejected under 35 U.S.C. 103(a) as being unpatentable over Willard in view of Keresman et al. (US 7051002 B2), hereafter referred to as "Keresman." Dependent claims 12-14 are dependent on

independent claim 1. Dependent claims 26 and 28-30 are dependent on independent claim 17. Dependent claims 49-51 are dependent on independent claim 33. Each of independent claims 1, 17 and 33 is believed to be in condition for allowance over Willard based on the above arguments. It is respectfully submitted that a combination of Keresman and Willard does not overcome the deficiencies of Willard with respect to these independent claims. Therefore, based at least on their dependence from allowable independent claims, dependent claims 12-14, 26, 28-30, and 49-51 are believed to be in condition for allowance.

In section 62 of the Office Action, claims 16, 32, 40, 52, and 62 were rejected under 35 U.S.C. 103(a) as being unpatentable over Willard in view of Jacobs et al. (US 6334114 B1)., hereafter referred to as "Jacobs." Dependent claim 16 is dependent on independent claim 1. Dependent claim 32 is dependent on independent claim 17. Dependent claims 40 and 52 are dependent on independent claim 33. Dependent claim 62 is dependent on independent claim 58. Each of independent claims 1, 17, 33 and 58 is believed to be in condition for allowance over Willard based on the above arguments. It is respectfully submitted that a combination of Jacobs and Willard does not overcome the deficiencies of Willard with respect to these independent claims. Therefore, based at least on their dependence from allowable independent claims, dependent claims 16, 32, 40, 52, and 62 are believed to be in condition for allowance.

In section 68 of the Office Action, claims 39 and 42-45 were rejected under 35 U.S.C. 103(a) as being unpatentable over Willard in view of Courts et al. (US 6480894), hereafter referred to as "Courts." Dependent claims 39 and 42-45 are dependent from independent claim 33. Independent claim 33 is believed to be in condition for allowance over Willard based on the above arguments. It is respectfully submitted that a combination of Courts and Willard does not overcome the deficiencies of Willard with respect to independent claim 33. Therefore, based at least on their dependence from an allowable independent claim, dependent claims 39 and 42-45 are believed to be in condition for allowance.

In section 74 of the Office Action, claims 59 and 60 were rejected under 35 U.S.C. 103(a) as being unpatentable over Willard in view of Stewart et al (US 20020120846 Al), hereafter referred to as "Stewart." Dependent claims 59 and 60 are dependent from independent claim 58.

Independent claim 58 is believed to be in condition for allowance over Willard based on the above arguments. It is respectfully submitted that a combination of Stewart and Willard does not overcome the deficiencies of Willard with respect to independent claim 58. Therefore, based at least on their dependence from an allowable independent claim, dependent claims 59 and 60 are believed to be in condition for allowance.

Reconsideration and allowance of all of pending claims 1-18 and 20-62 are respectfully requested.

The Director is authorized to charge any fee deficiency required by this paper or credit any overpayment to Deposit Account No. 23-1123.

Respectfully submitted,

WESTMAN, CHAMPLIN & KELLY, P.A.

By:_____/John D. Veldhuis-Kroeze/_____
John D. Veldhuis-Kroeze, Reg. No. 38,354
900 Second Avenue South, Suite 1400
Minneapolis, Minnesota 55402-3244
Phone: (612) 334-3222
Fax: (612) 334-3312

JVK/jmt